

**AMENDMENT NO. 1 TO THE  
IN-HOME LEARNING SERVICES CONTRACT BETWEEN  
THE DEPARTMENT OF INFORMATION RESOURCES  
AND BUSINESS ACCESS LLC**

**RECEIVING  
SEP 9 - 2002  
DEPT. OF INFORMATION RESOURCES**

This Amendment No. 1 to the In-Home Learning Services Contract (Contract) is made between the State of Texas, acting by and through Department of Information Resources and Business Access LLC. This Amendment shall be effective upon the date of the last party to sign.

**WHEREAS**, the parties desire to amend the Contract to provide a more flexible avenue through which Business Access LLC can arrange for the donation of personal computers for customer users and the purchase of optional technical support services for those donated personal computers; and

**WHEREAS**, the parties desire to amend the Contract to include a procedure for handling written complaints.

**NOW, THEREFORE**, the parties agree as follows:

**I.**

Section II, Scope of Contract, Optional Services, is amended to delete Item a.1 in its entirety and substitute the following:

- 1) Through agreements with donor entities, vendor may provide personal computer related services and arrange for the donation of personal computers for customer users. Donor entities may have eligibility requirements for customer participation in the donation program. If required by the donor entity, customer must show proof of eligibility for donor entity's program.

**II.**

Section II, Scope of Contract, Optional Services is amended to delete Item b in its entirety and substitute the following:

- b.) Additional technical support services as described in paragraph a.4 of this section may be purchased by customers for personal computers donated by donor entities.

**III.**

Section III, Price, is amended to delete Item b.2 in its entirety and substitute the following:

2. The seat price for additional technical support for personal computers donated by donor entities will be provided upon request of customer.

IV.

Section III, Price, is amended to delete the third paragraph following Item c in its entirety and substitute the following:

Any travel expenses incurred by vendor or donor entity while providing the standard or optional services described herein are included in prices listed above.

V.

The following Section XXXV, Handling of Written Complaints, is inserted in its entirety after Section XXXIV, Binding Contract.

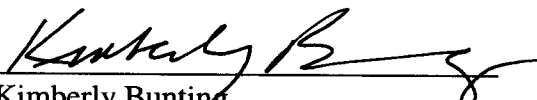
**XXXV. HANDLING OF WRITTEN COMPLAINTS.** In addition to other remedies contained in this Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office  
Department of Information Resources  
Attn: Matt Kelly  
300 W. 15<sup>th</sup> Street, Suite 1300  
Austin, TX 78701  
(512) 936-6550, voice  
(512) 475-4759, fax  
Email: [matt.kelly@dir.state.tx.us](mailto:matt.kelly@dir.state.tx.us).

Except as amended herein, the Contract shall remain in full force and effect throughout its term.

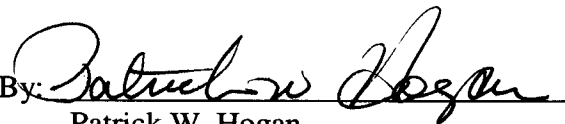
**IN WITNESS WHEREOF**, the parties have caused this Amendment to the Contract to be executed by their authorized representatives when signed by both parties.

**BUSINESS ACCESS LLC**

By:   
Kimberly Bunting  
President/CEO

Date: 8/30/02

**THE STATE OF TEXAS, acting by and  
through the DEPARTMENT OF  
INFORMATION RESOURCES**

By:   
Patrick W. Hogan  
Director of Business Operations

Date: 8/27/02

Legal: 